

LAKE POWELL RESTAURANT, MOTEL, SERVICE STA

LAND ASSIGNMENT - HIGHWAY 89 LOCATION, VAHWEAP
 CANYON TOURS, INC.

CONTRACT NUMBER 14-10-0100-1041

4LEN CANYON NATIONAL RECREATION AREA

OCTOBER, 1965

PLAT NO. 1 OF 3

DRAWING 2 OF 5

REV. 3/69
 FEB 1969

SCALE - 1" = 200'

4

3

9

10

SUPPLEMENTARY AGREEMENT TO
LAND ASSIGNMENT
TO
CANYON TOURS, INC.
GLEN CANYON NATIONAL RECREATION AREA
CONCESSION CONTRACT NO. 14-10-9-900-159
Covering the Period
January 1, 1969 through December 31, 1998

THIS AGREEMENT, pursuant to authority contained in the Acts of August 24, 1916 (30 Stat. 353) and October 9, 1965, (70 Stat. 969), and other laws supplemental thereto and amendatory thereof, and Sec. 4 and Sec. 6 of Contract No. 14-10-9-900-159, made and entered into by and between the National Park Service, acting in this behalf by the Superintendent, Glen Canyon National Recreation Area, hereinafter referred to as the "Superintendent," and Canyon Tours, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner";

W I T N E S S E T H

THAT WHEREAS, the Concessioner is required to provide various services and facilities at Rainbow Bridge Landing under terms of Concession Contract No. 14-10-9-900-159; and

WHEREAS, the Superintendent, having determined it to be in the best public interest, has elected to provide utilities for the Concessioner at this location as permitted by Section 6 (a) of Concession Contract No. 14-10-9-900-159 on a reimbursable basis, as it is not feasible for both the Park Service and the Concessioner to provide separate utility systems; and

WHEREAS, Rainbow Bridge Marina is a floating complex which necessitates the Concessioner attaching his facilities to those owned by the National Park Service, in order to take advantage of the utilities available; and

WHEREAS, the Superintendent has and will continue to provide the anchoring system for said marina; and

WHEREAS, no formal agreement exists between the Concessioner and the Superintendent outlining the responsibilities and liabilities of each, relative to Rainbow Bridge Marina;

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other the following:

1. The Superintendent will install and maintain the anchorage system for Rainbow Bridge Marina, including anchor pins, cables, spring blocks and will conduct periodic inspection of same on a timely basis including securing the marina in a stable manner by manipulations of the various components.

2. The Superintendent shall be responsible for the installation, integrity of and maintenance of the winches and connecting hardware located on the portions of the marina owned by the NPS and will keep them in good repair and replace them when necessary. The Park Service will provide necessary fittings and hardware on its portion of the marina to allow Concessioner to connect to them and Concessioner must provide equipment to make connections.

3. The Concessioner shall be responsible for the installation, integrity of and maintenance of the winches and connecting hardware, excluding anchor cable, located on the portions of the marina owned by the Concessioner and will keep them in good repair and replace them when necessary.

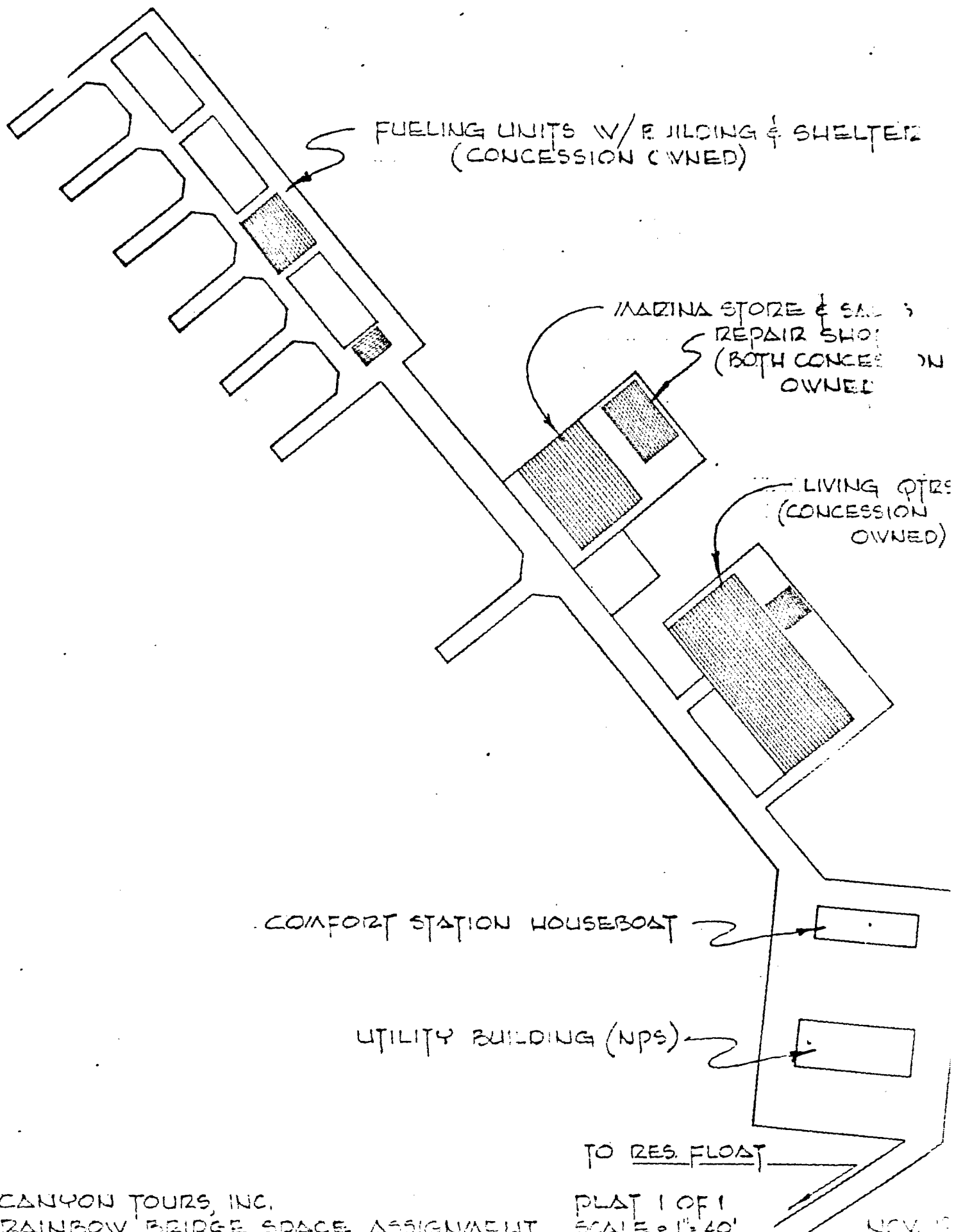
4. The portion of the walkway between the visitor platform and the gas dock to which the concessioner has his store and apartments attached, as shown on the attached drawing, is assigned by the Superintendent to the Concessioner under a land assignment documents which outlines the Concessioner and Park Service responsibilities. Concessioner is also responsible for attaching and maintaining his utility lines, electrical, water and sewer, to the service provided by the Superintendent and is responsible for the integrity of the concessioner's connections and compliance with applicable statutes and regulations governing their installation and use.

5. The Concessioner agrees to indemnify the United States and agrees to hold it harmless from all claims, demands, suits, and causes of action on account of injury to or death of any person or on account of damage or loss to real or personal property of Canyon Tours, Inc., resulting from failure of the anchoring system except in the case of provable negligence on the part of the Government.

Dated this _____ day of _____, 1975, at Page, Arizona.

Temple A. Reynolds, Superintendent
Glen Canyon National Recreation Area

A. H. Greene, Jr., Vice President
Canyon Tours, Inc.





United States Department of the Interior

NATIONAL PARK SERVICE
Glen Canyon National Recreation Area
Box 1507

Page, Arizona 86040

IN REPLY REFER TO:

C58

March 17, 1975

Mr. A. H. Greene, Jr.
Canyon Tours, Inc.
Box 1597
Page, AZ 86040

Dear Bill:

Enclosed are three copies of the land assignment for the walkway at Rainbow Bridge Marina. We would appreciate it if you would give one copy to Mr. Clint Rupp so that he understands what he will be responsible for in the way of cleaning, etc.

If you have any questions, please let us know.

Sincerely yours,

121

Joe L. Kennedy
Assistant Superintendent

Enclosures (3)

*cc:
Werner
Martin
Alice*



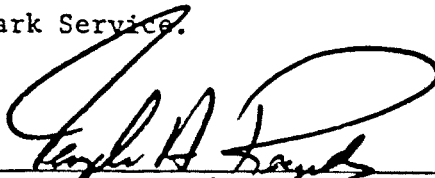
LAND ASSIGNMENT
TO
CANYON TOURS, INC.
GLEN CANYON NATIONAL RECREATION AREA
CONCESSION CONTRACT NO. 14-10-9-900-159
Covering the Period
January 1, 1969 through December 31, 1998

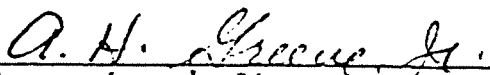
1. Pursuant to Section 4 of the concession contract, the area deemed necessary for the operation of the concession on the Rainbow Bridge Floating Complex, as shown on the attached drawing, is assigned to the concessioner during the term of the contract. The boundaries are defined as follows:

That part of floating National Park Service walkway between National Park Service utility float and the fueling unit (concession).

2. Within the boundary of the parcel of assigned dock space, the concessioner is responsible for: (1) litter collection and disposal; and (2) the cleanliness of the floating walkway (i.e., sweeping and scrubbing).

3. Within the boundary of the parcel of assigned dock space, the Secretary is responsible for: (1) the repair and general maintenance of the floating walkway; (2) the movement of the floating facilities; and (3) the repair and/or replacement of all cables and anchors installed by the National Park Service.


Superintendent's Signature


Concessioner's Signature

Date: 3-14-75

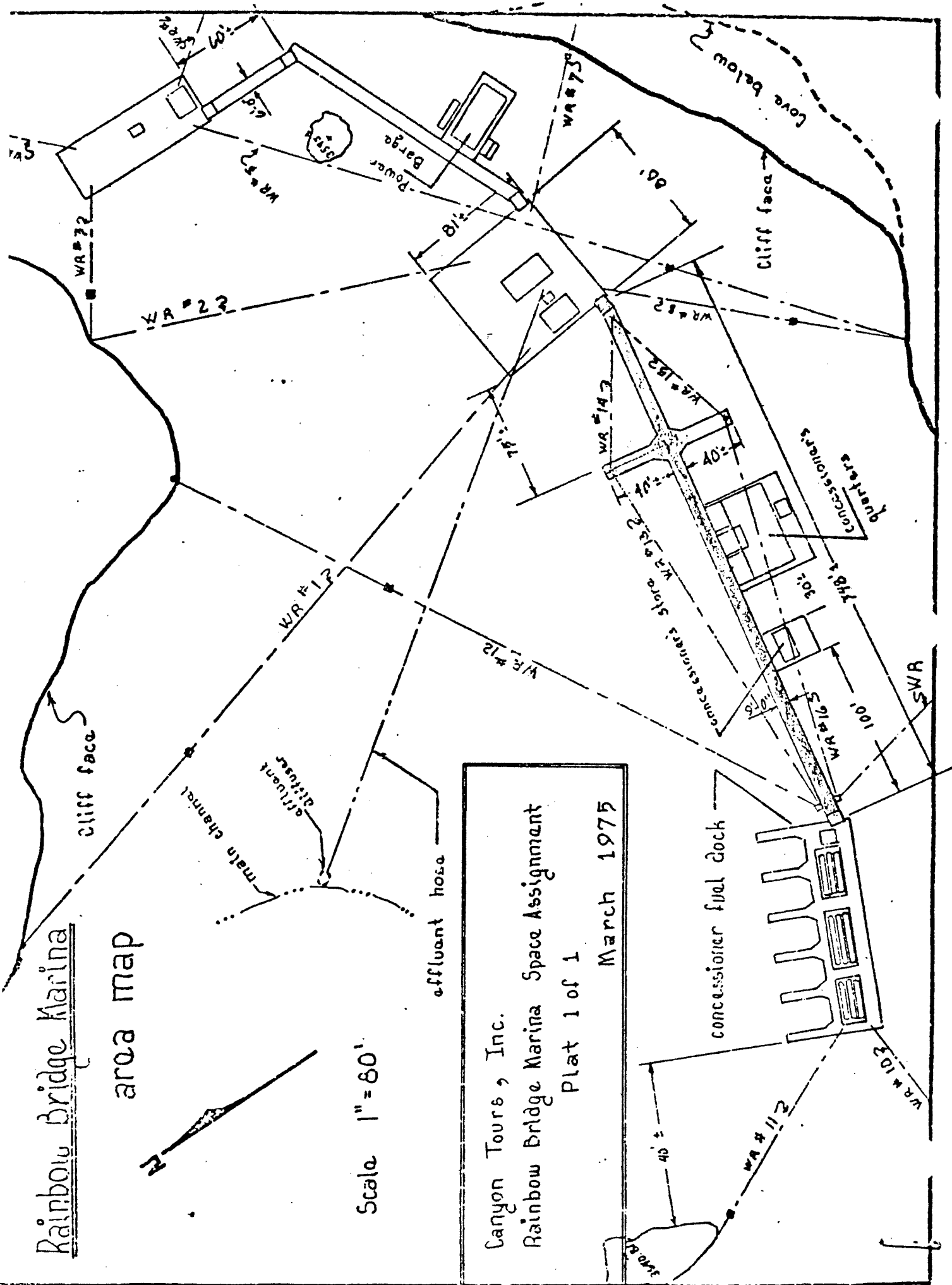
Rainbow Bridge Marina

area map

Scale 1" = 60'

Canyon Tours, Inc.
Rainbow Bridge Marina Space Assignment
Plat 1 of 1

March 1975



LAND ASSIGNMENT
TO
WAHWEAP LODGE & MARINA, INC.
GLEN CANYON NATIONAL RECREATION AREA
CONCESSION CONTRACT NO. 14-10-9-900-159 (CC 1440-9-6001)
Covering the Period
January 1, 1969 through December 31, 1998

1. Pursuant to Section 4 of the concession contract, the area deemed necessary for the operation of the concession on the Dangling Rope Floating Complex, as shown on the attached drawing, is assigned to the concessioner during the term of the contract.
2. Within the boundaries of the assigned dock space, the concessioner is responsible for: (1) litter collection and disposal; (2) the cleanliness of the floating facilities (i.e., sweeping and scrubbing); and (3) normal maintenance and replacement of side board and bumpers.
3. Within the boundaries of the assigned dock space, the Secretary is responsible for: (1) the repair and general maintenance of the Service Float and Picnic Float; (2) the movement of the floating facilities; (3) the repair and maintenance of the utility system up to the point of connection to the concessioner facilities; and (4) the repair and/or replacement of all cables and anchors installed by the National Park Service.

Superintendent's Signature

Concessioner's Signature

Date

SUPPLEMENTAL CONTRACT NO. 1

Concession Contract No. CC-GLCA003-69

ARA Leisure Services, Inc.

Glen Canyon National Recreation Area

THIS SUPPLEMENTAL CONTRACT, made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (NPS), hereinafter referred to as the "Secretary" and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner:"

W I T N E S S E T H

THAT WHEREAS the Secretary and the Concessioner entered into Concession Contract No. CC-GLCA003-69, on March 26, 1969, whereby the Concessioner was required and authorized to provide accommodations, facilities, and services for the public within Glen Canyon National Recreation Area, during the period from January 1, 1969, to December 31, 1998, and

WHEREAS said Concession Contract has been amended by letters dated July 16, 1973, and March 7, 1975, and by Amendment No. 3 dated January 23, 1976, Amendment No. 4 dated October 8, 1982, Amendment No. 5 dated October 11, 1988, and by Amendment No. 6 dated February 23, 1989, and

WHEREAS the said Concession Contract was assigned by Wahweap Lodge and Marina, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner was approved by the Secretary, effective as of December 28, 1988, and

WHEREAS Section 2 of said Concession Contract includes a provision whereby the Concessioner is required to provide campgrounds under such terms and conditions as may be prescribed by the Secretary, and

WHEREAS the Secretary has determined, and the Concessioner has agreed, that it is in the public interest that the Wahweap campground shall be operated by the Concessioner.

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant to and with each other that Concession Contract No. CC-GLCA-003-69 is hereby supplemented, effected upon execution by the Secretary as follows:

Section I - Term of Contract

This supplemental contract shall take effect upon execution by the Secretary, and shall expire by limitation of time on December 31, 1993, and may be renewed for a successive term upon the agreement of the Secretary and the Concessioner. The Concessioner agrees to collect and deposit 15 percent (15%) of the monthly gross receipts from campground operations, as defined by said Concession Contract, into the Campground Improvement Account (Account), an

interest-bearing account in a Federally insured financial institution. The Concessioner shall not make advances or credits to the Account.

Funds from the Account are to be used solely for projects selected by the Superintendent of Glen Canyon National Recreation Area, after consultation with the Concessioner, and approved by the Regional Director, Rocky Mountain Region. In the event the cost of a project exceeds \$100,000, the project shall be approved by the Director. The Concessioner shall not acquire a possessory interest in improvements funded from the Account, or otherwise obtain any compensable interest in such improvements. The Account shall be used for upgrading, replacement, and rehabilitation of campground facilities which result in the improvement of the campground operations. The Account shall not be used to fund routine, operational maintenance or housekeeping activities as required by said Concession Contract, as specified in the Maintenance Agreement, attached hereto as Exhibit "B," or Operations Plan, attached hereto as Exhibit "A."

Upon the completion of projects, the Concessioner is to provide the Superintendent with an Annual End-of-Project Report. The report shall summarize all costs by functional categories (electrical system, water system, etc.) for all projects completed during the year of the supplemental contract.

Upon the completion of projects, if there is a balance remaining in the Account, such funds shall be expended for other approved projects supporting the campground, or remitted to the United State Treasury. Funds from the Account may not be transferred to the Set-Aside Account or any other special account.

Section II - Accommodations, Facilities, and Services

This supplemental contract grants that the Concessioner is required to operate the Wahweap campground at Glen Canyon National Recreation Area under the following terms and conditions.

a. The Concessioner will operate and maintain the campground consisting of 8 comfort stations, 208 individual campsites, 1 individual site for the handicapped, and 9 group sites with associated fire grates, tables, parking areas, access roads, sewage pumpout stations, and site markers.

b. The Concessioner shall operate the campground by adhering to specific procedures and details required by this supplemental contract and as described in the Operations Plan. The current Operations Plan is attached as Exhibit A. The Operations Plan will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

c. The Concessioner shall close off individual campground sites or entire campsite access loops for specifically identified NPS projects associated with resource management or construction projects.

Section III Plant, Personnel, and Rates

The supplemental contract requires that the rates to be charged the public for the accommodations, facilities, and services provided under this supplemental contract shall be approved in accordance with the provisions of Section 3 of

said Concession Contract and 36 CFR Part 71 (Recreation Fees). The Concessioner shall discount campground rates 50 percent (50%) for holders of Golden Age and Golden Access Passports.

Section IV - Land and Improvements

The supplemental contract requires that the Concessioner shall comply with Subsection 4(b) of said Concession Contract concerning the submission of planning documents, and that such plans shall have the prior approval of the Secretary before beginning a project. This supplemental contract requires that the Concessioner shall not acquire a possessory interest in improvements funded from the Account or otherwise obtain any compensable interest in such improvements.

This supplemental contract requires the Concessioner to make all repairs and maintenance, as hereinafter defined, to facilities necessary to conduct the operations authorized.

The Concessioner agrees to physically maintain and repair facilities used in the campground operation to the satisfaction of the Secretary at an expense of no more than 10 percent (10%) of the monthly gross receipts from campground operations, as defined by the said Concession Contract. The Concessioner shall maintain and repair campground facilities by adhering to specific maintenance standards, procedures, and details required by this supplemental contract and as described in a Maintenance Agreement. The current Maintenance Agreement is attached as Exhibit B to this supplemental contract. The Maintenance Agreement will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

In order that a high standard of physical appearance, operations, and repair and maintenance be achieved, appropriate periodic inspections will be carried out jointly by the Secretary and the Concessioner. From these inspections, the Secretary and Concessioner will jointly develop and maintain a specific written workload schedule and associated budget estimates outlining repair and maintenance projects for the year. In the event of dispute concerning the specific written schedule and budget of repair and maintenance projects, the decision of the Secretary shall be final. The Concessioner shall promptly carry out, at the Concessioner's expense, the approved written program of repairs and maintenance.

The term "repair and maintenance" shall include, but not be limited to, materials and expenses for the following: building paint, maintenance and repairs, lamp bulb replacement, repair of picnic tables, grills, fireplaces (or grates), roadway and campsite repairs, electrical and mechanical inspection, repair and maintenance, plumbing and heating/cooling repairs and maintenance. Routine campground landscaping, raking, and pruning. The term "repairs and maintenance" shall include the costs of materials and labor associated with the repairs and maintenance herein defined.

Section V - Concessioner Improvements

This supplemental contract remains consistent with the provisions of said Concession Contract.

Section VI - Utilities

This supplemental contract recognizes that the Concessioner shall not be responsible to pay the Service for water used within the campground.

Section VII - Accounting Records and Reports

This supplemental contract requires the Concessioner to maintain the Account separate from other Concessioner funds and to submit to the Secretary an Annual Financial Statement reporting the total activity in the Account including deposits, expenses by project, and interest earned. The Concessioner shall specifically identify the campground revenue and costs upon the submission of the Concessioner's Annual Financial Report (AFR). In addition to the specific documentation submitted with the AFR, the Concessioner shall submit a detailed memorandum of related costs/expenses not included in the AFR.

Section VIII - Opening Balance Sheet

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section IX - Franchise Fee

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section X - Bond and Lien

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XI - Termination of Contract

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XII - Compensation for Concessioner's Possessory Interest

This supplemental contract requires the Concessioner to agree that no possessory interest is conveyed to the Concessioner for improvements funded from the Account, and any other form of compensatory value is not conveyed to the Concessioner.

Section XIII - Assignment or Mortgage

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIV - Approval of Subconcession Contracts

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XV - Accommodation of Government Employees

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVI - Preferential Right

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVII - Cooperation in Emergencies

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVIII - Insurance

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIX - Concessioner Employees

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XX - Procurement of Goods, Equipment, and Services

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XXI - Non-Discrimination

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XXII - General Provisions

This supplemental contract remains consistent with the provisions of the Concession Contract.

IN WITNESSETH WHEREOF, the parties have hereunder subscribed their names and affixed their seals.

Dated at Washington D.C., this 12th day of May, 1993.

ARA Leisure Services, Inc.

by: Charon M. Sullivan

United States of America

by: Robert S. Laves
Director, National Park Service

Title: President

Date: April 13, 1993

Attest by: Michael J. Kelly

Title: Assistant Secretary

Exhibit "A"

Operations Plan
Wahweap Campground
Preamble To Operations Plan

This Plan between ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner") and the National Park Service (NPS) (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in the Wahweap Campground assigned to the Concessioner.

The terms and conditions of this Plan are subordinate to the terms and conditions of Concession Contract No. CC-GLCA003-69, in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Plan shall remain in effect during the term of the Supplemental Contract #1 to the Concession Contract. Amendments or changes may be made at the determination of the Service after consultation with the Concessioner.

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I. Management, Organization and Responsibilities

A. Concessioner:

1. The management and organization of the concession operations will be under the Concessioner of record. The office of Senior Vice President, Lake Powell Resorts and Marinas, is the primary office of record, contractual obligations, and policy making body of this property.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the General Manager who provides professional direction and supervision of all onsite concession employees and handling complaints and correspondence with the Service promptly and efficiently.

B. Service:

1. The Superintendent is the Park Manager with responsibility for total recreation area operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. The Chief, Division of Concessions Management, is the onsite Service official immediately responsible for all concession activities, and is the Service official with whom the Concessioner would initially make contact with on any matter. Through the Division of Concessions Management, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Glen Canyon National Recreation Area (NRA). This will include reviewing improvements to facilities, review of operations, rate approval, liaison with Service and Concessioner representatives, review of advertising, monitoring, orientation, and all other activities involved in administering the Concession Contract.
2. Responsibilities of Staff Assistants:
 - a. Assistant Superintendent--acts on behalf of the Superintendent in the event of his absence.
 - b. Chief Ranger--acts on behalf of the Superintendent in all matters pertaining to visitor protection, lost and found, and law enforcement.
 - c. Chief of Interpretation--acts on behalf of the Superintendent in all matters pertaining to interpretation.

- d. Chief of Maintenance--acts on behalf of the Superintendent in all matters pertaining to maintenance. The Campground Maintenance Agreement and matters pertaining to its application will be vested with the Chief of Maintenance.
- e. Chief of Resource Management--acts on behalf of the Superintendent in all matters pertaining to resource protection.
- f. Administrative Officer--acts on behalf of the Superintendent in all matters pertaining to the fiscal obligations associated with concession activities.
- g. Chief, Professional Services--acts on behalf of the Superintendent in all matters pertaining to planning, construction, renovation of buildings and facilities, and in assuring that all construction activities comply with appropriate resource management and environmental regulations.
- h. Safety Manager--provides orientation and annually reviews the Concessioner's Loss Control Program, and serves as the direct line of communication to the Concessioner on safety related matters.

3. Responsibilities of District Personnel

- a. Downlake Concessions Specialist--provide day-to-day monitoring of concession activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Concessions Management, on major problems.
- b. District Ranger--provides fire suppression and implementation of specific plans related to the area. Serves as the direct line of communication to the Concessioner relating to fire control, law enforcement, search and rescue, lost and found items, and resource protection.
- c. District Maintenance--provides day-to-day supervision over all maintenance activities and operations within the district. Serves as the direct line of communication to the Chief of Maintenance on major problems.
- d. District Interpreter--provides interpretative programs to the visiting public.

II. Season and Hours of Operation

- A. The Concessioner shall provide the public campground services required and authorized by the supplemental contract on a seasonal basis with the following minimum hours of operation:

1. Winter (October 31 - March 15)

The Wahweap Campground will be closed for operation. A sign shall be posted at the entrance to the campground advising the public of the campground closure and that campground facilities are available at the concessioner's RV site at the same rate charged at the Wahweap Campground.

2. Shoulder (March 16 - May 14)
(September 16 - October 30)

Registration Office:

a. Wahweap Campground (9:00) a.m. to (6:00) p.m.

2. Summer (May 15 - September 15)

Registration Office:

a. Wahweap Campground (7:00) a.m. to (9:00) p.m.

These hours of operation will remain in effect and be adhered to unless changes are requested, in writing, and approved by the Superintendent.

- B. The Concessioner shall maintain a reservation system for the Wahweap Group Campground operation.
- C. The Concessioner shall maintain a registration office within the assigned NPS registration building located in the campground, in which the visiting public may register for a campsite, pay for the campsite, and be provided interpretive information regarding the recreation area.

III. Scope and Quality of Service

- A. All services will be operated in accordance with industry standards and those standards set forth by the NPS Concessioner Review Program. Both the Service and Concessioner shall be responsible for separately inspecting, monitoring, and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, and visitor complaints and reactions. Consistent with the Review Program, the Service will conduct unannounced inspections of the facilities. The minimum number of inspections shall be:

1. Periodic Evaluations: 3
2. Safety: 1

- B. The Concessioner's General Manager, or delegate, will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.
- C. A representative from the Division of Concessions Management will conduct thorough, unannounced inspections in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, Concessioner Review Program. Upon arrival at the facility, the representative will attempt to contact the General Manager, or the other person in charge, before beginning the inspection.
- D. The staff Safety Manager will, at least annually, conduct a thorough, unannounced inspection of all Concessioner facilities. The Safety Manager will attempt to contact the General Manager, or other person in charge, before beginning the inspection.

IV. Rates

- A. All rate changes shall be provided by the Concessioner in a written rate schedule thirty (30) working days prior to implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, Rate Administration Program, pages 5, 6, and 7.
- B. It is the purpose of the National Park Service to assure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."

- C. The staff from the Division of Concessions Management will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval, or adjustment of proposed rates.

- D. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the approval, disapproval, or adjustment of rates, and provide a written certification for disapproval or adjustment.
- E. The Superintendent or his representative will conduct spot checks for compliance of rates throughout the year and during periodic inspections.

V. National Park Service (NPS) Regulations

The Concessioner shall comply with the following Service regulations as they apply to campground operations.

- A. Digging or leveling the grounds of a campsite is prohibited (36 CFR 2.10 (b)(1)).
- B. Leaving camping equipment, site alterations, or refuse upon departing the campsite is prohibited (36 CFR 2.10 (b)(2)).
- C. Camping within 25 feet of a water hydrant or main road, or within 100 feet of a flowing stream, river, or body of water is prohibited (36 CFR 2.10(b)(3)).
- D. Creating or sustaining unreasonable noise between the hours of 10:00 p.m. and 6:00 a.m. is prohibited (36 CFR 2.10(b)(4)).
- E. Installation of permanent camping facilities is prohibited (36 CFR 2.10)b(5)).
- F. Displaying wildlife carcasses or other remains or parts thereof is prohibited (36 CFR 2.10(b)(6)).
- G. Connecting to a non-designated utility system is prohibited (36 CFR 2.10)b(7)).
- H. Failure to obtain a registered campsite is prohibited (36 CFR 2.10)(b)(8)).
- I. Camping outside of designated campsites is prohibited (36 CFR 2.10(b)(10)).
- J. Camping in a location within a Concessioner operated campground shall be limited to 14 consecutive days or 30 days in any year (36 CFR 2.10 and 2.61).

VI. Insurance

The Concessioner shall annually provide to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of

Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, Insurance Program, pages 1 through 20, and of the Concession Contract.

VII. Advertising

Prior to printing or release, all advertising materials must be submitted to the Superintendent in accordance with Concession Management Guideline (NPS-48), Chapter 33, Section E, Advertising. The Superintendent will determine that it is accurate, suitable, in conformance with the administrative policies of the Service, and will approve or disapprove it accordingly. All advertising will contain the information that the facility is an "Authorized Concessioner of the National Park Service."

VIII. Lost and Found

Each found item shall be tagged, using the standard National Park Service form, listing the item found, where found, when, and by whom. If an item is not claimed within sixty (60) days, it shall be turned over to the National Park Service (SOP 110-105) or otherwise mailed or transmitted to the park in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

IX. Safety, Sanitation, and Security

- A. The Service shall monitor the Concessioner's loss control program. The Service and the Concessioner shall be responsible for separately assuring that respective property, equipment and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.
- B. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance, and violations of regulations or laws. Any injury sustained by a visitor (or employee resulting in lost time) in a concession facility and/or all medical emergencies should be immediately reported to the District Ranger and Safety Manager. The Concessioner shall maintain a security service in the campground in order to assure the visitor's compliance with the Concessioner's operational requirements.

- C. Fire protection will be provided by the Service and the Concessioner with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all buildings assigned to it within the designated area meet fire safety codes and that fire detection and suppression equipment is in good operating condition at all times. It is also its responsibility to direct and report all structural fires immediately. The Concessioner will provide employees for training, in cooperation with the Service, for structural fire suppression.

X. Concession Employees and Employment

- A. The Concessioner shall have a written Affirmative Action Plan to ensure equal employment opportunities and will adhere to the Department's labor standards and to all applicable Federal and State laws. A copy of this Affirmative Action Plan will be on file in the Office of Concession Management.

The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, Assistant Superintendent, Safety Manager, or personnel of the Concessions Management Division. The Concessioner shall not employ in any status a Service employee, their spouse, or minor children without prior written approval of the Superintendent.

- B. All employees dealing directly with the public shall wear uniforms or standardize clothing and name badges. Employees shall be neat and clean in appearance and meet standards set forth in the concession management policies.
- C. All employees, especially those dealing directly with the public, should receive, in addition to job related training, such training which includes information on local and NPS history, driving regulations and cautions, things to do and see in the area, and functions of the Concessioner and the Service.

XI. Taxes

The Concessioner will pay, or cause to be paid, all sales taxes. The Concessioner is liable for prompt payment of refuse collection, telephone, or any other utility or service, whether made by governmental authority, public, or community service company.

XII. Utilities

Utilities provided by the National Park Service are water, sewer, and electricity. No charges are to be made for water used within the campground.

XIII. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response will be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner will provide the Service with a copy of its response to all written visitor complaints related to its operation.

Dated at Page, Arizona this day of APR 15 1993, 19 .

ARA Leisure Services, Inc.
BY: Charles M. Billie

National Park Service
BY: John O. Louca
Superintendent

TITLE: President

DATE: April 13, 1993

Exhibit "B"

Maintenance Agreement

Wahweap Campground

Preface of Agreement

This Agreement between ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner"), and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service for the Wahweap Campground assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA-003-69. In the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Supplemental Contract #1 to the Concession Contract. Amendments and changes may be made at the determination of the Service after consultation with the Concessioner.

- I. Government-owned Buildings Assigned to the Concessioner
a. Comfort Station - Loop A, B, C, D, E, F, G, and H
b. Campground Registration Office

- II. Concessioner-owned Buildings used by the Concessioner
None

III. Maintenance Inspection

There shall be an annual joint inspection during the month of October of buildings, utilities, grounds, and equipment within the assigned areas to determine if they are satisfactorily maintained and comply with applicable rules, laws, and regulations. As a result of this inspection, schedules of maintenance projects will be prepared, consistent with this Maintenance Agreement, by the Concessioner and the Service. The Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service after consultation with the Concessioner.

IV. Buildings, Facilities and Structures

The Concessioner will be responsible for all exterior maintenance of all Government-owned buildings within the area assigned to the Concessioner for the purposes of the contract. These include:

1. Exterior walls and surfaces, including exterior portions of window sash, mullions, and trim.

2. Foundations, supports, and joints under the lowest subfloor, and interior load-bearing structure.

The Concessioner will be responsible for all interior maintenance for all Government-owned buildings within the area assigned. These include:

1. The area above the lowest subfloor, be it concrete or wood.
2. The area inside of all exterior walls that is not part of the load-bearing structure.
3. All glass in windows or doors, doors, door frames, window frames, shutters, and screens.

Concessioner Responsibilities

- a. Repair and maintain all water, sewer and electrical fixtures, including the potable water standpipes and faucets, sinks, toilets, drinking fountains, hand dryers, light fixtures, switches and cover plates.
- b. Painting of interior and exterior surfaces as required. The color of the paint shall be approved by the Superintendent prior to use.
- c. Repair and maintain all doors, door frames, and door trim.
- d. Repair and maintain mirrors, toiletry shelves, and other interior furnishings.
- e. Repair and maintain all glass in windows, all glass in doors, screens, shutters, etc.
- f. Repair and maintain all wall and ceiling coverings.
- g. Refinishing of all floors and floor coverings as needed.
- h. Provide all cleaning supplies, lamp bulb replacement, and cleaning services to ensure a neat and clean appearance.
- i. Provide window cleaning (inside and out) to maintain a clean appearance.
- j. Repair and maintain toilet stall doors and dividers.
- k. Repair and maintain the water system from within the buildings to the main water system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of

the water system within the buildings when the buildings are closed during the winter.

- l. Repair and maintain the sewage system from within the buildings to the main sewage system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of the sewage system within the buildings when the buildings are closed during the winter.
- m. Repair and maintain all wiring, conduit, fuses, breakers, etc., within the buildings to the main electrical system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents.
- n. Repair and maintain all parts of the load-bearing structure, including roofing, as required.
- o. Repair as needed, all exterior walking surfaces as specified in the land assignment.
- p. Repair and maintain central heating and air conditioning systems.
- q. Maintain in a serviceable condition all fire suppression devices, equipment, and appurtenances, consistent with Federal, State, and county codes. Conduct periodic tests of all fire suppression devices, equipment, and appurtenances.
- r. Repair and maintain the Visitor Information boards within the assigned campground area.

Service Responsibilities

- a. Repair, maintain, or replace the main water system from outside the assigned campground area.
- b. Repair, maintain, or replace the main sewage system from outside the assigned campground area.

V. R.V. Sewage Dump Stations and Potable Water Stations

Concessioner Responsibilities

The Concessioner shall repair and maintain the R.V. Sewage Pump Station and potable water stations, including all equipment and appurtenances.

Service Responsibilities

None

VI. Roads, Trails, Parking Areas, Gutters, Sidewalks, and Associated Landscaping

Concessioner Responsibilities

The Concessioner shall be responsible for maintaining the road system, including parking areas, curbs, gutters, and sidewalks, and landscaping within the Wahweap Campground area under this Agreement. The Concessioner shall repair and maintain the irrigation system to maintain campground trees and other vegetation.

Service Responsibilities

None

VII. Signs

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs throughout the area are compatible with Service standards. All sign styles and text shall be approved, in advance, by the Superintendent.

Service Responsibilities

The Service is responsible for all regulatory, control, or informational signs that serve the interest of the Service. The Service will install and maintain all such signs whether posted in the interior or exterior.

VIII. Campground

Concessioner Responsibilities

The Concessioner shall be responsible for the repair and maintenance of the campground tables, fire grills, and parking area identification markers in each site. The Concessioner shall be responsible for the routine replacement of parking site boundary barricades.

Service Responsibilities

None

IX. Litter and Garbage

Concessioner Responsibilities

The Concessioner shall be responsible for the pickup of all litter and garbage within the assigned area. The assigned area shall be kept free of litter, garbage, and trash. The Concessioner will provide adequate trash and garbage containers.

Service Responsibilities

None

Dated at Glen Canyon NRA this 15 day of APR 15 1993, 1993.

ARA Leisure Services, Inc.

BY:

Charles M. Sillipai

TITLE:

the President

National Park Service

BY:

John O. Taucant
Superintendent

DATE:

April 13, 1993